

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

Dated as of May 12, 2000

by and between

AMERITECH ILLINOIS

and

Z-TEL COMMUNICATIONS, INC.

02-0160  
Staff Cy 1  
3/26/02 J-W

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**Agreement**), is effective as of the 12th day of May, 2000 (the **Effective Date**), by and between Ameritech Illinois, an Illinois corporation with offices at 225 W. Randolph, Chicago, Illinois 60606, (Ameritech Illinois referred to herein as **Ameritech**) and Z-Tel Communications, Inc., a Delaware corporation with an office at 601 S. Harbour Island Blvd., Suite 220, Tampa, Florida 33602.

**RECITALS**

- A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.
- B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.
- C. CLEC has been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.
- D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.
- E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Ameritech hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS AND CONSTRUCTION**

**I.1 Structure.**

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

**I.2 Defined Terms.** Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

**I.3 Interpretation.**

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **(include,)** **(includes)** and **(including)** shall be deemed to be followed by the phrase **(without limitation)**. The words **(shall)** and **(will)** are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, CLEC or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

**I.4 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**I.5 Regional Matters.**

- (a) CLEC has a regional administrative structure in which its central region (**Region**) comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Illinois and its Affiliates conduct business operations and in which Ameritech Illinois and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Illinois and CLEC currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
  - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
  - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

## ARTICLE II GENERAL SERVICE RELATED PROVISIONS

### II.1 Interconnection Activation Date.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide CLEC access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding (**Interconnection Activation Date**) shown for each LATA and Wire Center set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

### II.2 Bona Fide Request.

Any request by CLEC for certain services, including features, capabilities, functionality, Network Elements or combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

### II.3 Technical References.

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the **Technical Reference Schedule**) to assist the Parties in meeting their respective responsibilities hereunder.

### II.4 Use of Services.

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, CLEC may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

### ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

#### III.1 Scope.

Article III describes the physical architecture for Interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

#### III.2 Interconnection Points and Methods.

III.2.1 In each LATA identified on Schedule 2.1, CLEC and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and CLEC Wire Centers on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

III.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, CLEC, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

III.2.3 If CLEC elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with CLEC's facilities via Collocation, CLEC shall provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than either (i) Ameritech provides to CLEC hereunder or (ii) CLEC provides to other similarly situated Telecommunications Carriers unless CLEC can demonstrate and the Commission agrees that (x) CLEC's costs to provide Collocation to Ameritech are greater than Ameritech's costs to provide Collocation to CLEC or (y) CLEC must make special arrangements to provide such Collocation to Ameritech in its Central Offices.

### **III.3 Fiber-Meet.**

III.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (SONET) transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 8.1).

III.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (OLTM) equipment in the Ameritech Interconnection Wire Center (AIWC) identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

III.3.3 CLEC shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the CLEC Interconnection Wire Center (CIWC) identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

III.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. CLEC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CLEC to Ameritech, Ameritech will allow CLEC access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

III.3.5 CLEC shall designate a manhole or other suitable entry-way immediately outside the ATIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to CLEC, CLEC will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CLEC's receipt of such request.

III.3.6 CLEC shall pull the fiber optic strands from the CLEC-designated manhole/entry-way into the ATIWC and through appropriate internal conduits CLEC utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment CLEC has installed in the CIWC.

III.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the CLEC strands to the OLTM equipment Ameritech has installed in the AIWC.

III.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

III.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

### **A3.3 Interconnection Points and Methods for Interconnection Using Collocation**

If the Parties Interconnect their networks using Collocation in Ameritech's Wire Centers, the following requirements shall apply, subject to the terms, conditions and restrictions set forth in Article XII:

A3.3.1 CLEC will request Interconnection with Ameritech at specific points in Ameritech's network. The following options are available for (i) the termination of traffic to the Ameritech network, (ii) the termination of traffic to the CLEC network and (iii) the transiting of traffic to/from a third party network. Exhibit B shows the physical configuration and interconnection of this architecture.

A3.3.2 Local and IntraLATA Toll Traffic - Originating on the CLEC network, Terminating on the Ameritech network.

A3.3.2.1 CLEC will, at its option, build trunk groups to Ameritech in any technically feasible manner, including using any of the following three options:

A3.3.2.1.1 From CLEC Collocated equipment in an Ameritech Wire Center to the Ameritech Tandem;

A3.3.2.1.2 From CLEC Collocated equipment in an Ameritech Wire Center to the Ameritech End Office Switch; or

A3.3.2.1.3 From CLEC 4ESS Switches located at CLEC POPs to the nearest Ameritech Wire Center with a Tandem or appropriate End Office.

A3.3.2.2 Interfaces for this Interconnection will be based upon the following:

A3.3.2.2.1 DS1: From an CLEC-Collocated DDM-2000 to an Ameritech Central Office Switch;

A3.3.2.2.2 SONET STS1: From an CLEC-Collocated DDM-2000 to an Ameritech 5ESS®-2000 Central Office Switch; and



A3.3.2.2.3 DS1/DS3: From an CLEC 4ESS Switch at an CLEC POP to an Ameritech Wire Center using new trunk groups on existing facilities.

#### **III.4 Interconnection in Additional LATAs.**

III.4.1 If CLEC determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, CLEC shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

III.4.2 The notice provided in **Section 3.4.1** shall include (i) the initial Wire Centers CLEC has designated in the new LATA; (ii) CLEC's requested Interconnection Activation Date; and (iii) a non-binding forecast of CLEC's trunking requirements.

III.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center CLEC has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

III.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days.

Within ten (10) Business Days of Ameritech's receipt of CLECs notice specified in **Section 3.4.1**, Ameritech and CLEC shall confirm the AIWCs, the ATIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to **Schedule 2.1**.

**III.5 Additional Interconnection in Existing LATAs.** If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, CLEC shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional CLEC Central Offices, Ameritech shall be entitled, upon written notice thereof to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

**III.6 Nondiscriminatory Interconnection.** Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this **Section 3.6, (equal in quality)** means the same technical criteria and service standards that a Party uses within its own network. If CLEC requests an Interconnection that is of a different quality than that provided

by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

### **III.7 Network Management.**

III.7.1 CLEC and Ameritech shall work cooperatively to install and maintain a reliable network. CLEC and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

III.7.2 CLEC and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

### **III.8 Standards of Performance.**

III.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 3.6 as determined by this Section 3.8 and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

III.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an **Interconnection Performance Activity**) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the **Providing Party's Interconnection Records**) and to other LECs (the **Other LEC Interconnection Records**) and parallel records of the Interconnection that the Providing Party provides to the other Party (the **Other Party's Interconnection Records**) and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by CLEC and provided by Ameritech pursuant to Section 3.6 and a Bona Fide Request.

III.8.3 The Providing Party shall provide to the Other Party for each calendar month (a **Reporting Period**), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a (Specified Performance Breach).

Notwithstanding anything to the contrary in this **Section 3.8**, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

III.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

III.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

III.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

III.8.7 The Parties' agreement to the procedures set forth in this **Section 3.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

### **III.9 9-1-1 Service.**

III.9.1 Ameritech shall provide 9-1-1 Service to CLEC as described in this **Section 3.9** in each Rate Center in which (i) CLEC is authorized to provide local exchange services and (ii) Ameritech is the 9-1-1 service provider.

### III.9.2 Service and Facilities Provided.

- (a) Ameritech will provide CLEC with multiplexing at a designated Ameritech Central Office at the rates set forth at Item I of the Pricing Schedule and pursuant to the terms and conditions in applicable tariffs. Ameritech will also provide CLEC with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity to route CLEC's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth at Item I of the Pricing Schedule. If CLEC forwards the ANI information of the calling party to the Control Office, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, Ameritech will display a Central Office identification code for display at the PSAP.
- (b) CLEC will provide the necessary trunking to route originating 9-1-1 traffic from CLECs End Office(s) to the Ameritech Control Office(s). The points of Interconnection for primary and diverse routes are identified at Section 2 of Schedule 3.9. CLEC may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritechs tariffs.
- (c) Ameritech will provide to CLEC, in paper or mechanized format, an address and routing file that will specify which 9-1-1 Control Office serves as the jurisdictional 9-1-1 answering point for Customers within the Exchange Areas served by CLEC. The address and routing file will be provided by exchange rate center or community upon request. A specified charge as set forth at Item I of the Pricing Schedule will apply per request. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to CLEC in a paper format any updates to the address and routing file.
- (d) Ameritech will coordinate access to the Ameritech ALI database for the initial loading and updating of CLEC Customer information. Access coordination will include:
  - (1) Ameritech provided format requirements and a delivery address for CLEC to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in Section 3.9.2(h);
  - (2) Coordination of error resolution involving entry and update activity;

- (3) Provisioning of specific 9-1-1 routing information on each access line;
  - (4) Updating the Ameritech ALI database from paper records of service order activity supplied by CLEC is optional. The charge for this service is separate and set forth at Item I of the Pricing Schedule under the category (Optional Manual Update); and
  - (5) Providing CLEC with reference data required to ensure that CLEC's Customer will be routed to the correct Control Office when originating a 9-1-1 call.
- 
- (e) CLEC shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per 9-1-1 Control Office trunk group (the **9-1-1 Control Office Software Enhancement Connection Charge**). Although the services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule contemplate that each NXX will reside in a single Control Office, CLEC may, at its sole option, designate that an NXX shall reside in more than one 9-1-1 Control Office.
  - (f) In the event of an Ameritech or CLEC 9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
  - (g) Ameritech will provide the order number and circuit identification code in advance of the service due date.
  - (h) CLEC or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 database. The initial CNA data will be provided to Ameritech in a format prescribed by Ameritech. CLEC is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the Ameritech 9-1-1 Database System. CLEC shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in CNA data updates caused by CLEC or its third party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day by providing CLEC with a report of the number of items sent, the number of items entered correctly, and the number of errors.
  - (i) CLEC will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. CLEC will notify Ameritech if the traffic study information

indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

- (j) Incoming trunks for 9-1-1 shall be engineered to assure minimum P.01 grade of service as measured using the (busy day/busy hour) criteria.

III.9.3 Compensation. In addition to the amounts specified in Section 3.9.2, CLEC shall compensate Ameritech as set forth at Item I of the Pricing Schedule.

III.9.4 Liability for CNA Data. Ameritech is not liable for the accuracy and content of CNA data that CLEC delivers to Ameritech. CLEC is responsible for maintaining the accuracy and content of that data as delivered.

#### **ARTICLE IV TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**IV.1 Scope of Traffic.** Article IV prescribes parameters for trunk groups (the **Local/IntraLATA Trunks**) to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties respective Telephone Exchange Service Customers.

**IV.2 Limitations.** No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks.

#### **IV.3 Trunk Group Architecture and Traffic Routing.**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

IV.3.1 Each Party shall initially configure either a one (1)-or a two (2)-way trunk group as a direct transmission path between each ATIWC and AIWC.

IV.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, the Parties shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s) consistent with the grades of service and quality parameters set forth in the Plan.

IV.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

#### **IV.5 Grades of Service.**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

#### **IV.6 Measurement and Billing.**

IV.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established.

IV.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

#### **IV.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).**

IV.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or CLEC which a Telephone Exchange Service Customer originates on Ameritech's or CLEC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule.

IV.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

IV.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

IV.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

## ARTICLE VI MEET-POINT BILLING ARRANGEMENTS

### VI.1 Meet-Point Billing Services.

VI.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

VI.1.2 CLEC shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.1 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.1 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

VI.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association (NECA) FCC Tariff No. 4. CLEC shall use its best efforts to include in such tariff the billing percentage and associated information as a non-member of NECA.

VI.1.4 Each Party shall implement the (Multiple Bill/Single Tariff) option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

### VI.2 Data Format and Data Transfer.

VI.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the EMR format. The Parties shall agree to a fixed billing period in the Implementation Plan.

VI.2.2 CLEC shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

VI.2.3 Ameritech shall provide to CLEC, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage



recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and CLEC shall use best efforts to utilize electronic data transfer.

VI.2.4 Each Party shall coordinate and exchange the billing account reference (**BAR**) and billing account cross reference (**BACR**) numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

VI.2.5 When Ameritech records on behalf of CLEC and Access Detail Usage Data is not submitted to CLEC by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result CLEC is delayed in billing IXC, late payment charges will be payable by Ameritech to CLEC. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

VI.2.6 If Summary Access Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by CLEC to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the SBC in a timely fashion.

### **VI.3 Errors or Loss of Access Usage Data.**

VI.3.1 Errors may be discovered by CLEC, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

VI.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

**VI.4 Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

**VI.5 Additional Limitations of Liability Applicable to Meet-Point Billing Arrangements.** In addition to the limitations of liability set forth in Article XXVI and elsewhere in this Agreement, the

following limitations on liability shall apply with respect to the Meet-Point Billing arrangements described in this **Article VI**:

VI.5.1 In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited only to the provision of corrected data only. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in **Section 6.3.2**.

VI.5.2 In recognition that neither Party is being compensated for services rendered under this **Article VI**, in no event shall a Party's liability to the other Party for any Loss relating to or arising out of any act(s) or omission(s) in its performance of its obligations under this **Article VI** exceed \$10,000 in any one (1) month period.

## **ARTICLE VII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **VII.1 Information Services Traffic.**

VII.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

VII.1.2 The Party (**Originating Party**) on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party (**Terminating Party**) to whose information platform the Information Services Traffic terminated.

VII.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers and establish uncollectible reserves pursuant to the Terminating Party's agreements with each information provider.

VII.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth at Item III of the Pricing Schedule; and

- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

VII.1.5 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

## **VII.2 BLV/BLVI Traffic.**

VII.2.1 Busy Line Verification (**BLV**) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

VII.2.2 Busy Line Verification Interrupt (**BLVI**) is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

VII.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

VII.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

### **VII.3 Transit Service.**

VII.3.1 Although Ameritech is not required to provide Transit Service (as defined below) under the Act, Ameritech agrees that it shall provide Transit Service to CLEC on the terms and conditions set forth in this **Section 7.3**.

VII.3.2 **Transit Service** means the delivery of certain traffic between CLEC and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from CLEC to such third party LEC or CMRS provider and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to CLEC where Ameritech carries such traffic pursuant to the Commission's primary toll carrier (PTC) plan or other similar plan.

VII.3.3 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from CLEC that is delivered over the Transit Service (**Transit Traffic**):

- (1) CLEC shall:
  - (A) Pay to Ameritech a Transit Service charge equal to the rate for (i) Tandem Switching or End Office Termination, as applicable plus any applicable Tandem Transport Termination and Transport Facility Mileage elements, in each case as set forth at Item II of the Pricing Schedule; and
  - (B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this Section 7.3 imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.
- (2) Ameritech shall remit to CLEC any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.
  - (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to CLEC from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to CLEC ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to CLEC in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not CLEC) shall be responsible to pay Ameritech the applicable Transit Service charge.
  - (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to or from CLEC in accordance with the terms and conditions of such PTC arrangement.

VII.3.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to CLEC, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC or CMRS provider to deliver Local Traffic and IntraLATA Toll Traffic to CLEC and (ii) the termination of this Agreement, Ameritech will provide CLEC with Transit Service.

VII.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, CLEC is responsible to follow the Exchange Message Record (EMR) standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

VII.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to CLEC, at CLEC's sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

## **ARTICLE VIII INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**VIII.1 Plan.** Within ninety (90) days after the Effective Date, CLEC and Ameritech shall jointly develop a plan (the **Plan**) which shall define and detail:

- (a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality in accord with all appropriate relevant industry-accepted quality, reliability and availability standards and in accordance with the levels identified in Section 3.6;
- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Article III and the trunk groups specified in Articles IV and V, including standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery and escalation provisions; and
- (d) such other matters as the Parties may agree.

**VIII.2 Operation and Maintenance.** Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection. Operation and maintenance of equipment in Virtual Collocation shall be in accordance with the provisions of Article XII.

**VIII.3 Installation, Maintenance, Testing and Repair.** The intervals for installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection will be determined in accordance with the requirements of Section 3.8.

**VIII.4 Additional Terms.** Additional terms regarding the installation, maintenance, testing and repair of equipment and facilities used for Interconnection shall be as set forth in the Implementation Plan.

**ARTICLE IX**  
**UNBUNDLED ACCESS – SECTION 251(c)(3)**

**IX.1 Access to Network Elements.**

IX.1.1 Ameritech shall provide CLEC access to Ameritech's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX and the requirements of the Act. Ameritech shall provide CLEC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of Article II and as required by the Act, in a manner that shall allow CLEC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

IX.1.2 Notwithstanding anything to the contrary in this Article IX, Ameritech shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to CLEC if:

- (1) The Commission concludes that:
  - (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and
  - (B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

IX.1.3 Ameritech shall be required to make available Network Elements only where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, CLEC shall pay to Ameritech any applicable special construction charges.

**IX.2 Network Elements** At the request of CLEC, Ameritech shall provide CLEC access to the following Network Elements on an unbundled basis:

IX.2.1 Local Loops, as more fully described on Schedule 9.2.1;

IX.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

IX.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

IX.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

IX.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

IX.2.6 Operations Support Systems (OSS) Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

IX.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

**IX.3 Combination of Network Elements.**

IX.3.1 Ameritech shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a Combination) in order to provide a Telecommunications Service. When purchasing a Combination, CLEC will have access to all features and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply, except to the extent not technically feasible given the specific manner in which CLEC has requested that the elements be combined.

IX.3.2 Except upon the request of CLEC, Ameritech shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

IX.3.3 Upon CLEC's request, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements in any manner, even if those elements are not ordinarily combined in Ameritech's network; provided that such combination is (i) technically feasible and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network. In addition, upon a request of CLEC that is consistent with the above criteria, Ameritech shall perform the functions necessary to combine Ameritech's Network Elements with elements possessed by CLEC in any technically feasible manner to allow CLEC to provide a Telecommunications Service.



IX.3.4 Ameritech shall make available to CLEC the following Combinations at the rates set forth at Item V of the Pricing Schedule:

9.3.4.1 Unbundled Element Platform with Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.4.

9.3.4.2 Loop Combination. This Combination is described on Schedule 9.3.4.

9.3.4.3 Switching Combination #1. This Combination is described on Schedule 9.3.4.

IX.3.5 The following Network Elements and Combinations shall be requested by CLEC in accordance with Section 9.6:

9.3.5.1 Unbundled Loop - Distribution.

9.3.5.2 Unbundled Loop - Concentrators/Multiplexers.

9.3.5.3 Unbundled Loop - Feeder.

9.3.5.4 Loop/Network Combination. This Combination is described on Schedule 9.3.5.

9.3.5.5 Switching Combination #2. This Combination is described on Schedule 9.3.5.

9.3.5.6 Switching Combination #3. This Combination is described on Schedule 9.3.5.

9.3.5.7 Switched Data Services. This Combination is described on Schedule 9.3.5.

9.3.5.8 Unbundled Element Platform without Operator Services and Directory Assistance. This Combination is described on Schedule 9.3.5.

IX.3.6 Any request by CLEC for Ameritech to provide any Combination other than as set forth in Section 9.3.4, to combine the unbundled Network Elements of Ameritech with CLEC, or to perform any other function under this Section 9.3 shall be made by CLEC in accordance with Section 9.6.

#### **IX.4 Nondiscriminatory Access to and Provision of Network Elements.**

IX.4.1 Subject to Section 9.4.4, the quality of an unbundled Network Element as well as the quality of the access to such unbundled Network Element that Ameritech provides to CLEC shall be the same for all Telecommunications Carriers requesting access to such Network Element.

IX.4.2 Subject to Section 9.4.4, the quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to CLEC hereunder shall be at least equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC, or access to such Network Element at a level of quality that is equal to that which Ameritech provides to itself.

IX.4.3 Ameritech shall provide CLEC access to Network Elements and Operations Support Systems functions, including the time within which Ameritech provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such elements to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission pursuant to Section 9.1.2.

IX.4.4 Upon the request of CLEC, Ameritech shall provide to CLEC a Network Element and access to such Network Element that is different in quality to that required under Sections 9.4.2 and 9.4.3, unless Ameritech proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by CLEC for Ameritech to provide any Network Element or access thereto that is different in quality shall be made by CLEC in accordance with Section 9.6.

#### **IX.5 Provisioning of Network Elements.**

IX.5.1 Ameritech shall provide CLEC unbundled Network Elements as set forth on Schedule 9.5.

IX.5.2 Ameritech shall provide CLEC access to the functionalities for Ameritech's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the Operations Support Systems functions that relate to the Network Elements that CLEC purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

IX.5.3 Prior to submitting an order for a Network Element which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary local exchange carrier, CLEC shall comply with the requirements of Section 10.11.1.

#### **IX.6 Availability of Additional or Different Quality Network Elements.**

Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

#### **IX.7 Pricing of Unbundled Network Elements.**

IX.7.1 Ameritech shall charge CLEC the non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If CLEC requests or approves an Ameritech technician to perform services in excess of or not otherwise contemplated by the Line Connection Service, Ameritech may charge CLEC for any additional and reasonable labor charges to perform such services.

IX.7.2 In addition to any other applicable charges under this **Article IX**, if CLEC purchases unbundled Local Switching elements, CLEC shall pay Ameritech:

- (a) for interstate minutes of use traversing such unbundled Local Switching elements, the carrier common line charge described in 47 C.F.R. § 69.105 and a charge equal to seventy-five percent (75%) of the interconnection charge described in 47 C.F.R. § 69.124, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;
  - (2) The later of the effective date of a final FCC decision in CC Docket No. 94-45, Federal-State Joint Board on Universal Service, or the effective date of a final FCC decision in a proceeding to consider reform of interstate access charges; or
  - (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act; and
- (b) for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in **Section 9.7.2(a)** and any explicit intrastate universal service mechanism based on access charges, only until the earliest of the following, and not thereafter:
  - (1) June 30, 1997;

- (2) The effective date of the Commission's decision that Ameritech may not assess such charges; or
- (3) The date on which Ameritech is authorized to offer in-region interLATA service in Illinois pursuant to Section 271 of the Act.

IX.7.3 If CLEC orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires Ameritech to modify any of its existing systems, service development processes or its network (beyond that required for Ameritech to provision its own retail services) to provide access to such Combination, CLEC shall be required to compensate Ameritech for any costs incurred to provide access to such Combination.

**IX.8 Billing.** Ameritech shall bill CLEC for access to unbundled Network Elements pursuant to the requirements of Article XXVII to this Agreement.

**IX.9 Maintenance of Unbundled Network Elements.**

9.9.1 Ameritech shall provide maintenance of Loops or Combinations which include Loops as set forth in Schedule 10.13.

9.9.2 If (i) CLEC reports to Ameritech a suspected failure of a Network Element, (ii) CLEC requests a dispatch, (iii) Ameritech dispatches a technician, and (iv) such trouble was not caused by Ameritech's facilities or equipment, then CLEC shall pay Ameritech a trip charge and time charges as set forth at Item V of the Pricing Schedule.

**IX.10 Standards of Performance.**

IX.10.1 Ameritech shall provide to CLEC access to unbundled Network Elements (i) in accordance with Section 9.4 as determined by this Section 9.10 (including any Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the Commission (collectively, the **Ameritech Network Element Performance Benchmarks**).

IX.10.2 To determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks, Ameritech shall maintain records of (i) specific criteria listed on Schedule 9.10.2, which criteria are the criteria that Ameritech currently measures to evaluate its provision of unbundled Network Elements and (ii) such additional criteria the Parties agree upon regarding Ameritech's compliance with different performance levels and intervals of such Network Elements (and Combinations thereof) requested by CLEC and provided by Ameritech pursuant to Section 9.6 and a Bona Fide Request (each, a **Network Element Performance Activity**). Ameritech shall maintain records relating to the access to unbundled Network Elements Ameritech provides to itself, its subsidiaries and Affiliates (the **Ameritech NE Records**) and parallel records of the access to unbundled Network Elements Ameritech

provides to (x) CLEC (the **CLEC NE Records**) and (y) other LECs in the aggregate (the **Other LEC NE Records**).

The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures a criterion in assessing its performance in providing Network Elements or begins measuring additional criteria.

IX.10.3 Ameritech shall provide to CLEC for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format the Ameritech NE Records, the CLEC NE Records and the Other LEC NE Records so that the Parties can determine Ameritech's compliance with the Ameritech Network Element Performance Benchmarks. If (i) Ameritech fails to comply with an Ameritech Network Element Performance Benchmark with respect to a Network Element Performance Activity for a Reporting Period, (ii) the sample size of the Network Element Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Ameritech Network Element Performance Activity deviates from the corresponding Network Element Performance Benchmark is statistically significant, then Ameritech shall have committed a **(Specified Performance Breach)**. Notwithstanding anything to the contrary in this **Section 9.10.3**, the Parties acknowledge that (x) Ameritech shall not be required to provide to CLEC those Other LEC NE Records that correspond to and measure a level of quality and performance levels and intervals of unbundled Network Elements that are requested by another LEC pursuant to 47 C.F.R. §51.311(c) and **Section 9.6** and which are superior to that which Ameritech provides to CLEC hereunder, (y) the Other LEC NE Records shall be provided to CLEC on an aggregate basis and (z) such Other LEC NE Records shall be provided to CLEC in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

IX.10.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Network Element Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Network Element Performance Activity, then such occurrence shall be excluded from the calculation of such Network Element Performance Activity and the determination of Ameritech's compliance with the applicable Ameritech Network Element Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Network Element Performance Activity, then the applicable time frame in which Ameritech's compliance with the Ameritech Network Element Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

IX.10.5 Upon the occurrence of a Specified Performance Breach by Ameritech, CLEC may forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

IX.10.6 CLEC shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Ameritech offers Credit Allowances to its Customers, including those described on **Schedule 10.9.6**.

IX.10.7 The Parties' agreement to the procedures set forth in this **Section 9.10** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **ARTICLE X**

### **RESALE AT WHOLESALE RATES—SECTION 251(c)(4)**

**X.1 Telecommunications Services Available for Resale at Wholesale Rates.** Commencing on the date on which the Commission approves this Agreement, at the request of CLEC, Ameritech will make available to CLEC for resale at wholesale rates those Telecommunications Services that Ameritech provides at retail to subscribers who are not Telecommunications Carriers, as required in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, Ameritech will make available to CLEC for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the **Resale Services**) as more specifically listed on **Schedule 10.1**:

- (i) Local Service - Residence, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (ii) Local Service - Business, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (iii) Message Toll Service, as described in ILL. C.C. No. 20, Part 9;
- (iv) PBX Trunk, as described in ILL. C.C. No. 20, Part 4, Section 2;
- (v) ISDN Direct Service, as described in ILL. C.C. No. 20, Part 17;
- (vi) ISDN Prime Service, as described in ILL. C.C. No. 20, Part 18;
- (vii) Ameritech Centrex Service, as described in ILL. C.C. No. 19, Part 5, Section 1 and 2, ILL. C.C. No. 19, Part 6, Section 3, ILL. C.C. No. 20, Part 5, Section 2, and ILL. C.C. No. 20, Part 7;
- (viii) Dedicated Communications Services, as described in ILL. C.C. No. 20, Part 12, Section 2;

- (ix) Inbound Services, as described in ILL. C.C. No. 20, Part 10, Section 1, ILL. C.C. No. 20, Part 12, Section 1, and ILL. C.C. No. 19, Part 10, Section 1 and 2; and
- (x) Customer Owned Pay Telephone Services, as described in ILL. C.C. No. 20, Part 13, Section 2.

The Resale Services shall be made available to CLEC at the rates set forth at Item VI of the Pricing Schedule.

**X.2 Other Services.** Ameritech may, at its sole discretion, and as agreed to by CLEC, make available to CLEC under this Agreement services other than Telecommunications Services (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

**X.3 Limitations on Availability of Resale Services.**

The following limitations shall apply to Resale Services:

X.3.1 Any Telecommunications Services which Ameritech offers to existing retail subscribers, but not to new subscribers (**Grandfathered Services**) are listed on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Grandfathered Services. Ameritech agrees to make Grandfathered Services available to CLEC for resale to any Customer of Ameritech that subscribes to a Grandfathered Service from Ameritech at the time of its selection of CLEC as its primary local exchange carrier. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by Ameritech, Ameritech agrees to continue to sell such Grandfathered Service (subject to the terms of **Section 10.3.2**) to CLEC for resale to CLEC's Customers that subscribe to such Grandfathered Service at the time it is so classified by Ameritech. Grandfathered Services shall be made available to CLEC at wholesale rates determined in accordance with the Act. To the extent that Ameritech is unable to provide wholesale systems support and billing within the first ninety (90) days from the date each CLEC Resale Customer is provided such Grandfathered Service, Ameritech shall retroactively apply such wholesale rate as a credit to CLEC and will bill such service to CLEC from its retail billing systems.

X.3.2 Any Telecommunication Services which Ameritech currently intends to discontinue offering to any retail subscriber (**Sunsetted Services**) are set forth on **Schedule 10.3.1**. **Schedule 10.3.1** may be revised or supplemented from time to time to include those additional Telecommunications Services that Ameritech may, in its discretion and to the extent permitted by Applicable Law, classify as Sunsetted Services. Ameritech agrees to make Sunsetted Services available to CLEC for resale to CLEC's Customers who are subscribers to the Sunsetted Service either from Ameritech or CLEC at the time so classified (subject to the provisions of **Section 10.3.1** if such Sunsetted Service was previously classified as a Grandfathered Service) until the date such service is discontinued.

X.3.3 Each Party acknowledges that Resale Services shall be available to CLEC on the same basis as offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person to which Ameritech directly provides the Resale Services, including Ameritech's retail Customers and other resellers of Ameritech's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by Ameritech to itself or to any subsidiary, Affiliate, or any other person, including Ameritech's retail Customers and (ii) to the same extent as Ameritech's retail Telecommunications Services are subject to the availability of facilities.



**X.4 Additional Charges for Resale Services.** In addition to the rates set forth at Item VI of the Pricing Schedule, CLEC shall pay Ameritech (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by CLEC, including channel charges, initial non-recurring charges and construction charges and (ii) the applicable non-discounted end user common line charge as set forth in F.C.C. No. 2, Section 4.

**X.5 Restrictions on Resale Services.**

X.5.1 To the extent ordered by the Commission, CLEC may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from Ameritech.

X.5.2 Ameritech shall not be required to provide to CLEC Resale Services offered at a special promotional rate if:

- (a) Such promotions involve rates that will be in effect for no more than ninety (90) days; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a sequential series of ninety (90) day promotional rates.

X.5.3 Nothing in this Agreement shall require Ameritech to provide to CLEC promotional service elements that are not Telecommunications Services (i.e., customer-premises equipment).

X.5.4 Unless permitted by the Commission or FCC after the Effective Date, CLEC shall not utilize Resale Services to avoid applicable access charges.

X.5.5 As provided in the Act, CLEC may not purchase Resale Services for its own use.

X.5.6 Ameritech may impose additional restrictions on CLEC's sale of Resale Services only as permitted by the Act, Commission and the FCC.

**X.6 New Resale Services; Changes in Provision of Resale Services.** Ameritech shall, via tariff filings and as provided in the Implementation Plan, notify CLEC of any changes in the terms and conditions under which Ameritech offers Resale Services, including the introduction of any new features, functions, services or promotions. If a tariff filing provides less than forty-five (45) days' notice, Ameritech shall provide not less than forty-five (45) days' advance notice of such introduction. In addition, Ameritech shall furnish CLEC with reasonable quantities of publicly available collateral information regarding the Resale Services.

**X.7 Operations Support Systems Functions.** Ameritech shall provide CLEC, upon CLEC's request and pursuant to the Implementation Plan, nondiscriminatory access to Ameritech's Operations Support Systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

**X.8 Nondiscriminatory Provision of Resale Services.**

X.8.1 Resale Services made available by Ameritech for resale hereunder and Operations Support Systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by Ameritech to itself or to any subsidiary, Affiliate or any other person to which Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

X.8.2 Ameritech shall provision Resale Services with the same timeliness that such Resale Services are provisioned to Ameritech's subsidiaries, Affiliates, or other persons to whom Ameritech directly provides the Resale Service, including Ameritech's retail Customers.

**X.9 Standards of Performance.**

X.9.1 Ameritech shall provide Resale Services to CLEC (i) in accordance with **Section 10.8** as determined by this **Section 10.9** and (ii) as required by the Commission (collectively, the **Resale Performance Benchmarks**).

X.9.2 To determine Ameritech's compliance with the Resale Performance Benchmarks, Ameritech shall maintain records of specific criteria listed in **Schedule 10.9.2** (each, a **Resale Performance Activity**) relating to Resale Services it provides to itself and to its subsidiaries, Affiliates and Ameritech's retail Customers (the **Ameritech Resale Records**) and parallel records of the Resale Services provided to (i) CLEC (the **CLEC Records**) and (ii) on an aggregate basis, resellers of Telecommunications Services other than CLEC (the **Other Reseller Records**).

Ameritech believes, after good faith inquiry, that **Schedule 10.9.2** is a complete and accurate description of all criteria used as of the Effective Date by Ameritech to measure Resale Services provided to itself and to its subsidiaries, Affiliates or its Retail Customers. The criteria will be revised in accordance with the procedures set forth in the Implementation Plan if Ameritech no longer measures criterion in assessing its performance in providing such Resale Service to Ameritech's retail Customers or begins measuring additional criteria.

X.9.3 Ameritech shall provide to CLEC for each Reporting Period, by the twenty-second (22nd) day of the following month, in a self-reporting format, the Ameritech Resale Records, the CLEC Resale Records and the Other Reseller Records so that the Parties can determine Ameritech's compliance with the Resale Performance Benchmarks. If (i) Ameritech fails to comply with a Resale Performance Benchmark with respect to a Resale Performance Activity for a Reporting Period, (ii) the sample size of the Resale Performance Activity measured for such Reporting Period is statistically valid, and (iii) the amount by which the applicable Resale Performance Activity deviates from the corresponding Resale

Performance Benchmark is statistically significant, then Ameritech shall have committed a **Specified Performance Breach**. Notwithstanding anything to the contrary in this **Section 10.9.3**, the Parties acknowledge that the Other Reseller Records shall be provided to CLEC (x) on an aggregate basis and (y) in a manner that preserves the confidentiality of each other reseller and any of such reseller's proprietary information (including CPNI).

X.9.4 In no event shall Ameritech be deemed to have committed a Specified Performance Breach if Ameritech's failure to meet or exceed a Resale Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents Ameritech from performing a certain function or action that affects a Resale Performance Activity, then such occurrence shall be excluded from the calculation of such Resale Performance Activity and the determination of Ameritech's compliance with the applicable Resale Performance Benchmark or (ii) only suspends Ameritech's ability to timely perform such Resale Performance Activity, then the applicable time frame in which Ameritech's compliance with the Resale Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

X.9.5 Upon the occurrence of a Specified Performance Breach by Ameritech, CLEC may elect one of the following two remedies:

- (a) Forego the dispute escalation procedures set forth in **Section 28.3** and (i) bring an action against Ameritech in an appropriate Federal district court, (ii) file a complaint against Ameritech with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law; or
- (b) Ameritech shall pay to CLEC as liquidated damages any amounts that CLEC is entitled to receive under then existing Commission procedures relating to the failure by Ameritech to comply with the Commission performance standards.

X.9.6 CLEC shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that Ameritech offers Credit Allowances to its retail Customers, including those described on **Schedule 10.9.6**.

X.9.7 The Parties' agreement to the procedures set forth in this **Section 10.9** shall not (i) relieve either Party of its obligations to perform any other duties under this Agreement or (ii) constitute a waiver of a right of either Party to claim that the parity requirements of this Agreement and of the Act have or have not been met.

## **X.10 Branding.**

X.10.1 If Operator Call Completion or Directory Assistance Service is a feature of an offered Resale Service, Ameritech shall rebrand such features of such offered Resale Service as requested by CLEC for CLEC's Customers, unless Ameritech places a restriction on such rebranding that is approved by the Commission as reasonable and nondiscriminatory, such as proving that Ameritech lacks the capability to comply with such rebranding request.

X.10.2 Ameritech shall make available to CLEC, upon CLEC's request, the ability to route:

- (i) Local Directory Assistance calls dialed by CLEC's Customers directly to CLEC Directory Assistance Services platform, to the extent such routing is technically feasible; and
- (ii) Local Operator Services calls (0+, 0-) dialed by CLEC Customers directly to the CLEC Local Operator Services platform. Such traffic shall be routed over trunk groups between Ameritech End Offices and the CLEC Local Operator Services platform, using standard Operator Services dialing protocols of 0+ or 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented according to the Implementation Plan. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit CLEC Customers to dial the same telephone numbers for Ameritech Directory Assistance and Local Operator Service that similarly situated Ameritech Customers dial for reaching equivalent Ameritech services.

X.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that Ameritech shall have no obligation to unbrand or rebrand its service technicians or trucks, any customer premises equipment, other customer-owned facilities or its outside plant.

X.10.4 CLEC shall not, without Ameritech's prior written consent, offer any Resale Service to any Customer under any brand name of Ameritech, its subsidiaries or its Affiliates, nor shall CLEC state or imply that there is any joint business association or any similar arrangement with Ameritech in the provision of Resale Service to CLEC's Customers, except to the extent CLEC deems it necessary to advise its Customers that Ameritech's personnel will perform work on behalf of CLEC under this Agreement.

X.10.5 In those instances where CLEC requires Ameritech personnel to interface directly with CLEC Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Ameritech's employees representing CLEC.

X.10.6 Any (**no access**) cards and time and materials invoices furnished during service calls by Ameritech personnel to CLEC Customers shall be available to CLEC for review and shall be provided to CLEC Customers in an unbranded form.

X.10.7 In no event shall Ameritech personnel acting on behalf of CLEC pursuant to this Agreement provide information to any existing CLEC Customer about Ameritech products or services.

X.10.8 CLEC shall pay Ameritech's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this **Section 10.10**.

#### **X.11 Primary Local Exchange and Interexchange Carrier Selections.**

X.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for Customer selection of a primary local exchange carrier. Ameritech shall not require a disconnect order from an CLEC Customer, or another LEC, in order to process an CLEC order for Resale Service for an CLEC Customer. Ameritech shall advise CLEC whenever an CLEC Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary local exchange carrier, CLEC shall deliver to Ameritech a representation of authorization in the form set forth on **Schedule 10.11.1** that applies to all orders submitted by CLEC under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to Ameritech prior to the first order submitted by CLEC. CLEC shall retain on file all applicable Documentation of Authorization (as defined in **Schedule 10.11.1**), including letters of agency, relating to the Customer's selection of CLEC as its primary local exchange carrier, which documentation shall be available for inspection by Ameritech at its request during normal business hours.

X.11.2 **Carrier Selection Disputes**. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (**Unauthorized Switching**), Ameritech shall switch that Customer back to CLEC in accordance with the terms of ILL. C.C. No. 20, Part 22 (the **Resale Tariff**). However, in the case of unauthorized changes of CLEC Customers to Ameritech, Ameritech shall also have the duties of the (Carrier) as enumerated in such Resale Tariff, but will pay the \$50 compensation, described in the Resale Tariff, to CLEC.
- (b) If Ameritech reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other

governmental entity, Ameritech agrees to report on CLEC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.

- (c) The Parties agree that in the event the Resale Tariff is withdrawn by Ameritech or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 28.3 will be implemented.

X.11.3 When Ameritech receives an order for Resale Service from CLEC for CLEC's Customer, and Ameritech currently provides resale local exchange telecommunications services to another carrier (**Carrier of Record**) for the same Customer, Ameritech shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and CLEC to resolve any issues related to that Customer. CLEC agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this Section 10.11.3.

X.11.4 When notified by CLEC or through the Customer Access Record Exchange system (CARE) that a Customer has changed its primary interexchange carrier (**PIC**) selection only from one IXC to another IXC, Ameritech shall provision the PIC only change. Ameritech will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

## **X.12 Functionality Required To Support Resale Service.**

X.12.1 Directory Listing Requirements. Ameritech shall make available to CLEC for CLEC Customers directory listings in accordance with the provisions of Article XV.

X.12.2 LEC - Assigned Telephone Calling Card Numbers. Effective as of the date of a Customer's subscription to CLEC's service, Ameritech will block the LEC-assigned telephone line calling card number (including area code) (TLN) from the Line Identification Database (**LIDB**).

X.12.3 Telephone Assistance Programs. Upon conversion to CLEC's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. Ameritech will continue to administer the Telecommunications Assistance Program for the Customer on behalf of CLEC. If CLEC's Customer is newly qualified for a Telecommunications Assistance Program, CLEC must send Ameritech the necessary qualification documentation.

X.12.4 9-1-1 Services. Ameritech shall provide to CLEC, for CLEC Customers, 9-1-1 call routing to the appropriate PSAP. Ameritech shall provide and validate CLEC Customer information to the PSAP. Ameritech shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Data Management System) used to support 9-1-1 services.

X.12.5 Special Services. If Ameritech makes a notation on the Customer Service Records (CSR) of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) (**Special Services**), Ameritech shall provide such data to CLEC on the CSR made available to Ameritech for its Customers. For usage by an CLEC Customer of a Telephone Relay Service, Ameritech will provide CLEC with all billing information furnished to Ameritech by the provider of the Telephone Relay Service.

X.12.6 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 10.12.6**.

### **X.13 Service Functions.**

#### **X.13.1 Point of Contact for Resale Purchase Customer.**

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for all CLEC Customers.
- (b) Service Referrals. Ameritech shall refer all questions regarding any CLEC service or product directly to CLEC in accordance with the procedures set forth in the Implementation Plan. Ameritech shall use its best efforts to ensure that all Ameritech representatives who receive inquiries regarding CLEC services do not in any way disparage or discriminate against CLEC or its products or services.
- (c) Customer Contact Employee Training. Ameritech shall provide training for all its employees who may communicate, either by telephone or face-to-face, with CLEC Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that Ameritech requires of its employees when contacting an Ameritech Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with CLEC Customers.

#### **X.13.2 Operations Support Systems Functions Provisioning.**

- (a) Electronic Interface for Pre-Ordering, Ordering, and Provisioning. Ameritech will provide an electronic interface for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection, and due date selection) associated with Resale Services. Initially, the interface for ordering will be separate from the interface used for pre-ordering and provisioning. By the end of the first quarter of 1997, the interface for ordering will migrate to the pre-ordering and provisioning interface. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS),

### **X.15 Responsibilities of Ameritech.**

Ameritech shall provide access to the following services where Ameritech is the underlying 9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.
- (iii) Enhanced 9-1-1 (**E9-1-1**) service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both CLEC and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

### **X.16 Exchange of Billing Information.**

X.16.1 Ameritech shall provide CLEC a specific Daily Usage File (**DUF**) for Resale Services provided hereunder (**Customer Usage Data**). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System (AEBS) and EMR. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format, for each individual Resale Service and shall include sufficient detail to enable CLEC to bill its Customers for Resale Services provided by Ameritech. Ameritech will provide to CLEC detailed specifications which will enable CLEC to develop an interface for the exchange of Customer Usage Data. Procedures and processes for implementing the interface will be included in the Implementation Plan. Except as provided in Section 10.16.4, no other detailed billing shall be provided by Ameritech to CLEC.

X.16.2 Interexchange call detail forwarded to Ameritech for billing, which would otherwise be processed by Ameritech, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when Ameritech records the message. If CLEC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC. Upon CLEC's request, Ameritech will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, Ameritech will notify CLEC, and CLEC, at its option and expense, may pursue



any rights which Ameritech may have under such agreements to contest such charge. If CLEC elects not to contest such charges or such Information Service provider does not accept the recourse, CLEC will promptly pay Ameritech for such charges and the dispute shall be solely between CLEC and the Information Service provider.

X.16.3 CLEC shall be responsible for providing all billing information to its Customers who purchase Resale Services from CLEC.

X.16.4 Ameritech shall bill CLEC for Resale Services provided by Ameritech to CLEC pursuant to the provisions of **Article XXVII**. Ameritech shall recognize CLEC as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to (i) bill all charges to its Customers which are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

#### **X.17 Use of Service.**

X.17.1 CLEC, and not Ameritech, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. Ameritech may refuse to furnish or may disconnect Resale Services of CLEC or, as appropriate to CLEC's Customer, when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) Ameritech is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Ameritech is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

The provisions described in this **Section 10.17.1** shall apply only to the specific affected Resale Services.

X.17.2 Termination of Resale Service shall take place after reasonable notice is provided to CLEC, or as ordered by a court.

X.17.3 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.